

TAB 7

**INSTRUCTIONS FOR USE
GENERAL PROVISIONS FOR SUBCONTRACTS**

These General Provisions are to be used for all purchases of Supplies, Services, and Construction or Demolition unless the purchase is for a Commercial Item (See Tab 6) or for services from an affiliate, in which case the use of an Affiliate Agreement (See Tab 12) is appropriate.

GENERAL PROVISIONS (GPs) FOR SUBCONTRACTS

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GENERAL PROVISIONS FOR SUBCONTRACTS

GP.1 DEFINITIONS

Unless specifically stated elsewhere in this Subcontract, as used throughout this Subcontract, the following terms shall have the meaning set forth below:

1. "Government" means the United States of America
2. "DOE" means the United States Department of Energy or any duly authorized representative thereof, including the Manager, Rocky Flats Field Office, DOE
3. "Contractor" means the party issuing this Subcontract.
4. "Subcontractor" means the party to whom this Subcontract is awarded.
5. "Subcontract Signature Page" shall mean the document executed by the parties, to which the terms and conditions are attached and incorporated.
6. "Days" means calendar days.
7. "Site" means the Rocky Flats Environmental Technology Site (RFETS) or other RFETS leased facilities.

GP.2 RELATIONSHIP OF THE PARTIES

Subcontractor, including its employees, agents, or representatives, shall be deemed an independent Subcontractor, and not an agent or employee of Contractor. All benefits, coverages, and claims of its employees shall be the sole obligation of Subcontractor. Unless specifically authorized by Contractor, Subcontractor shall have no authority to make commitments of any kind on behalf of Contractor.

GP.3 CONFIDENTIALITY OF INFORMATION

If the Subcontractor is given access to proprietary business, technical, or financial information belonging to Contractor or third parties, including the Government, the Subcontractor shall, after receipt thereof, protect such information, and shall not appropriate such information for its own use or disclose such information to third parties unless it receives prior specific written authorization to do so by the Contractor.

The foregoing obligations shall not apply to information:

1. which is in the public domain when the Contractor discloses it to the Subcontractor
2. which entered the public domain through no fault of the Subcontractor after it was disclosed by the Contractor
3. which was in the Subcontractor's possession free of any obligation for the Subcontractor to hold it in confidence
4. which is disclosed to the Subcontractor by a third party who has the lawful right to disclose the information.

The Subcontractor shall obtain a written Employee Non-Disclosure Agreement from each employee performing under this Subcontract, that is substantially in compliance with the sample agreement *[List Confidentiality Agreement as an Exhibit on the Signature Page]*, prior to permitting them access to information covered by this clause.

The Subcontractor shall flow this clause down to all lower-tier subcontractors.

GP.4 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

Documents originated by Subcontractor or furnished by the Contractor to the Subcontractor, in connection with this Subcontract, may contain Unclassified Controlled Nuclear Information (UCNI) as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Subcontractor shall be responsible for protecting such information from unauthorized dissemination in accordance with the requirements of 10 CFR 1017.17. Such protections include marking the UCNI information appropriately and complying with the following requirements:

1. Protecting the information from unauthorized dissemination and access to it. Matter that is not in use shall be stored in a secured container, e.g., locked desk, file cabinet, or in a location where access is limited, such as a locked or guarded office or controlled access facility.
2. Limiting reproduction of UCNI to the minimum extent necessary and, with regard to reproduced information, marking and protecting it in the same manner as the original document.

3. Packaging the UCNI that is to be transmitted in such a manner as to prevent disclosing that the package may contain UCNI.
4. Destroying the information in accordance with 10 CFR 1017.17.

UCNI shall not be electronically sent off-Site via e-mail without Contractor's prior written approval. Contractor-approved encryption methods shall be used. Users of Site e-mail are only authorized to transmit UCNI without Contractor-approved encryption when sending to individuals whose computers are connected to the Contractor UCNI-certified network and who possess a need-to-know the specific UCNI information.

GP.5 PUBLIC RELEASE OF INFORMATION

Information, data, photographs, sketches, advertising, announcements, denial or confirmation of same, etc., relating to this Subcontract, which the Subcontractor desires to release or publish, shall be submitted to the Contractor for approval ten (10) weeks before the desired release date. As part of the approval request, the Subcontractor shall identify the specific media to be used as well as other pertinent details of the proposed release.

All releases, regardless of tier or supplier, must have the prior written approval of the Contractor. The Subcontractor shall include all provisions of this clause, including this sentence, in all lower-tier subcontracts.

GP.6 ADMINISTRATION OF SUBCONTRACT

Subcontract Administrator (SA). Contractor shall designate to Subcontractor, in writing, a Subcontract Administrator (SA) and his or her mailing address, who shall have the sole authority to enter into and administer this Subcontract on behalf of Contractor. Unless Subcontractor is otherwise notified by SA in writing, or as otherwise set forth by the Subcontract Statement of Work; the SA shall administer Contractor's responsibilities under this Subcontract. Subcontractor shall promptly notify the SA of all facts or circumstances that may change the scope, cost, or schedule of Subcontract performance.

Contractor Technical Representative (CTR). The CTR is an individual designated by the SA, to act as his or her technical representative. The CTR is responsible for all technical aspects of the Subcontract, including but not necessarily limited to, daily oversight of Subcontractor's work, comprising technical monitoring, inspection and approval of the work, and other functions of a technical nature not involving a change in the scope, cost, terms, or conditions of the Subcontract. The written Designation of Authority, notifying Subcontractor of the identity and mailing address of its CTR and, if applicable, alternate CTRs, shall be provided to Subcontractor at the time of Notice-to-Proceed.

The CTR has the authority to provide technical direction to Subcontractor on performance of the Statement of Work. However, Subcontractor shall only accept technical direction if provided in writing, and if within the Statement of Work of the Subcontract. Technical direction shall not:

1. authorize Subcontractor to exceed the total funds obligated on the Subcontract;
2. entitle Subcontractor to any increase in the total amount set forth in the Subcontract,
3. change any of the express terms and conditions of the Subcontract; or
4. interfere with Contractor's rights under the terms and conditions of the Subcontract.

If, in the opinion of the Subcontractor, any technical direction violates the prohibitions set forth above, the Subcontractor shall not proceed but shall promptly verbally notify the SA of the direction and reason(s) the direction violates the provisions of this clause. The Subcontractor shall confirm this notification in writing within five (5) days from receipt of the technical direction. The SA shall render a decision on whether the technical direction is or is not within the statement of work and whether a change order will be issued pursuant to the Changes clause. This decision shall be issued and/or confirmed in writing, and the Subcontractor shall promptly comply with the direction. A disagreement between the parties regarding the foregoing shall be subject to the Disputes clause.

To promote timely and effective Subcontract administration, all correspondence (excluding invoices) submitted under this Subcontract shall include the Subcontract number and shall be subject to the following procedures:

1. Technical Correspondence. Technical correspondence shall be addressed to the CTR with an information copy of all correspondence to Contractor's SA. As used herein, the term "technical correspondence" excludes correspondence related to patent or technical data issues and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms and conditions, or cost of this Subcontract.
2. Other Correspondence. All other correspondence shall be addressed to Contractor's SA, with information copies to the CTR.

Revisions to the Designations of Authority provided to Subcontractor by Contractor or changes in the address(es) where Subcontractor is to submit deliverables under this Subcontract may be accomplished by written notification from Contractor, without a formal Subcontract modification.

GP.7 ASSIGNMENT

Neither this Subcontract/Purchase Order nor any interest therein, money due, nor claim thereunder, including claims for money due or accounts payable, shall be assigned or transferred by Subcontractor except as expressly authorized in writing by Contractor. No assignment agreement shall modify or negate Contractor's rights under this Subcontract to withhold or set-off funds due Subcontractor.

This Subcontract, or any part thereof, and all rights of Contractor hereunder may be assigned and transferred to the Department of Energy or any designee of Contractor or Department of Energy, provided that written notice thereof is given to Subcontractor.

GP.8 INTEREST

All amounts that become due and payable by the Subcontractor to the Contractor under this Subcontract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be ten (10) percent per annum until the amount is paid.

Amounts shall be due at the earliest of the following dates:

1. The date fixed under this Subcontract.
2. The date of the first written demand for payment consistent with this Subcontract, including any demand resulting from a default termination.
3. The date the Contractor transmits to the Subcontractor a proposed modification to this Subcontract that confirms completed negotiations establishing the amount of debt.

The interest charge made under this clause may be reduced at the sole discretion of Contractor.

GP.9 COMPENSATION AND PAYMENT

Contractor will make payment after receipt of an acceptable invoice submitted in accordance with the Special Provision, Invoicing Procedures. Unless otherwise agreed to in writing by the parties, the Subcontract price includes all applicable Federal, state, and local taxes and duties. By agreement with the Colorado Department of Revenue, applicable sales and use taxes are paid directly to the State with Contractor's tax return on all tangible personal property purchased. Reference is made to Colorado Sales and Use Tax Regulation 138-5-34 (3) and License Number 03-68526-0000 issued to Kaiser-Hill Company, LLC, pursuant to that regulation. Further, with respect to any material or equipment supplied, the price includes all transportation charges, including insurance or extra costs. Subcontractor also agrees to accept the return of any excess material or equipment, as determined by Contractor, and payments due from Contractor shall be equitably reduced.

The total Firm Fixed Prices and Fixed Unit Rates (if any) set forth in the Pricing Schedule provide entire compensation due to Subcontractor for performance of all work satisfactorily performed under this Subcontract, including all direct and indirect costs, taxes, and fee/profit.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

Contractor may, at its sole discretion, withhold payment due for, but not limited to, the following reasons:

1. Substandard work or delays in the work not corrected promptly;
2. Evidence that a claim has been or will be filed against Subcontractor; or
3. Evidence that lower-tier subcontractors or suppliers have not been properly paid.

GP.10 RELEASE OF CLAIMS AND FINAL PAYMENT

Contractor will pay the amount due the Subcontractor under this Subcontract after completion and acceptance of all work; presentation of a properly executed invoice; and presentation of a release of all claims (see sample Release of Claims and Final Payment form) *[List this form as an Exhibit on the Subcontract Signature Page]* against Contractor arising by virtue of this Subcontract, other than claims, in stated amounts, that Subcontractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Subcontractor's claim to amounts payable under this Subcontract has been assigned under the terms of this Subcontract.

GP.11 TITLE

Unless specified elsewhere in this Subcontract, title to items furnished under this Subcontract shall pass to Contractor and/or Government upon acceptance, regardless of when or where Contractor takes physical possession.

GP.12 CHANGES

Contractor may at any time, by written Change Order, and without notice to the sureties, if any, make changes within the general scope of this Subcontract. Additionally, Contractor may also make changes outside the general scope of this Subcontract, provided Subcontractor agrees, in writing, with the changes made.

Changes made to this Subcontract shall be incorporated by written modification only and shall not be binding unless signed by Contractor's SA. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Subcontract, Subcontractor may request an equitable adjustment. If Contractor agrees that it is a change of scope, Contractor shall make an equitable adjustment in the Subcontract price, the delivery schedule, or both, and shall modify the Subcontract.

Subcontractor must assert its right to an adjustment under this clause within five (5) days from the date of receipt of the Change Order, and shall specify in full and complete detail the basis for its assertion of its right to an adjustment within seven (7) days thereafter, unless otherwise stipulated in the Change Order. Claims asserted thereafter shall be deemed waived by Subcontractor. Once a change is finalized and mutually agreed to by the parties, unless otherwise indicated, Subcontractor's acceptance of the Change Order modification constitutes Subcontractor's acknowledgement of full and final compensation for all cost, schedule and other impacts arising out of or relating to matters addressed in the Change Order and Subcontractor's release of all claims arising out of or relating to the same. In the event that Subcontractor elects not to accept the Change Order modification, Subcontractor must so notify Contractor's SA, in writing, within ten (10) days of issuance of the Change Order modification. Failure to so notify Contractor within the time period stipulated shall be evidence of acceptance of the Change Order modification.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse Subcontractor from proceeding with the Subcontract as changed by Contractor.

GP.13 NOTIFICATION OF POTENTIAL CHANGES

Subcontractor shall not be entitled to the payment of any additional compensation for any cause other than as specifically provided for in this Subcontract, including without limitation, any act, or failure to act by Contractor or the Government or any other occurrence, unless Subcontractor shall have given Contractor due written notice of any such conduct or occurrence that Subcontractor regards as a change or potential change to the work or terms. Subcontractor's written notice of change shall set forth all facts required to allow the evaluation of the alleged change and reasons and merits of such change. Notice shall be given as soon as possible and prior to the time that Subcontractor begins performance of any additional work giving rise to the potential change, but in no event more than five (5) days after the occurrence of the event giving rise to the potential change.

Subcontractor hereby agrees that it shall have no right to additional compensation, excuse for nonperformance, or any claim that may be based on any act, failure to act, or occurrence for which timely written notice of potential changes as herein required was not properly submitted to Contractor.

GP.14 PRICING OF MODIFICATIONS

When costs are a factor in any price adjustment under this Subcontract, the cost principles and procedures in FAR Part 31, in effect on the date of this Subcontract apply.

GP.15 EXCUSABLE DELAYS

Time is of the essence in Subcontractor's performance of work. Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Subcontractor and without its fault or negligence, such as, acts of God or the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather and sabotage. No such interruption shall relieve Subcontractor of its duty to perform or give rise to any damages or additional compensation from Contractor. In the event of such interruption, Subcontractor's sole remedy against Contractor shall be to seek an extension of time for performance equal to the time lost as a result of said interruption. Subcontractor shall notify the SA as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly

give written notice to the SA of the cessation of such occurrence. Subcontractor shall provide all notices required hereunder to Contractor hereunder within five (5) days after the condition is identified.

GP.16 TERMINATION FOR CONVENIENCE OF THE CONTRACTOR

The Contractor may terminate this Subcontract in whole, or from time to time, in part, in accordance with the terms of FAR 52.249-2, "Termination for Convenience of the Government (Fixed Price)" in effect on the date of this Subcontract, which is incorporated herein by reference and made part hereof. The Subcontractor may obtain the full text of the referenced clause at <http://www.arnet.gov/far/>. Wherever necessary to make the context of the clause applicable to this Subcontract, the term "Contractor" shall mean Subcontractor, the term "subcontractor" shall mean lower-tier subcontractor, the term "Contract" shall mean this Subcontract, the term "subcontract" shall mean lower-tier subcontract, and where noted or necessary to derive proper meaning, the terms "Government", "Contracting Officer", and equivalent phrases shall mean Contractor.

The period in Paragraph (e) within which Subcontractor shall submit a final termination settlement proposal is reduced from one (1) year to six (6) months. The period in Paragraph (l) within which the Subcontractor may submit a proposal for equitable adjustment is reduced from ninety (90) days to thirty (30) days from the effective date of the termination.

GP.17 SUSPENSION OF WORK OR TERMINATION FOR DEFAULT

If Subcontractor ceases its operations, is unable to meet its obligations, or fails to perform any of its obligations under this Subcontract, including failure to comply with any of Contractor's instructions, regulations, or procedures or failure to meet the specified schedule of performance, then Subcontractor shall be in default. Contractor may suspend work until the basis for Subcontractor's default has been corrected to Contractor's satisfaction, or terminate this Subcontract, or any part hereof, for default. Subcontractor shall not be entitled to any compensation for costs incurred during such a suspension. In addition, Subcontractor shall be responsible for any damages suffered by Contractor, its successors, assigns or clients as a result of the suspension or termination for default. If it is determined that Contractor improperly terminated this Subcontract for default, such termination shall be deemed a termination for convenience.

GP.18 STOP WORK ORDER

Contractor may, at any time, by written order to Subcontractor, require Subcontractor to stop all, or any part, of the work called for by this Subcontract for a period of up to ninety (90) days after the order is delivered to Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work order is delivered to Subcontractor, or within any extension of that period to which the parties shall have agreed, Contractor shall either –

1. Cancel the stop-work order; or
2. Terminate the work covered by the order as provided in the Termination for Convenience clause of this Subcontract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, Subcontractor shall resume work. Contractor shall make an equitable adjustment in the delivery schedule or Subcontract price, or both, and the Subcontract shall be modified, in writing, accordingly, if –

1. The stop-work order results in an increase in the time required for, or in Subcontractor's cost properly allocable to, the performance of any part of this Subcontract; and
2. Subcontractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of Contractor, Contractor will consider reasonable costs resulting from the stop-work order in arriving at the termination settlement.

Contractor shall not be liable to Subcontractor for damages or loss of profits because of a stop-work order issued under this clause.

Contractor may also order Subcontractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Subcontract for the period of time that Contractor deems is appropriate for the convenience of Contractor.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted, for any reason that is ultimately determined to be of Contractor's own fault and making, Subcontractor may be entitled to an equitable adjustment for any increased costs caused by the unreasonable suspension, delay, or interruption. However, no adjustment shall be made under this clause, to the extent that performance would have been so suspended, delayed, or

interrupted by any other cause, including the fault or negligence of Subcontractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Subcontract.

GP.19 INDEMNIFICATION

Except as limited by other paragraphs of this clause, Subcontractor shall defend, indemnify and hold harmless Contractor, its agents and employees, its subcontractors and suppliers, and their agents and employees (party indemnified) from and against any and all claims, suits, actions, liens, loss, damage, costs, liability or expenses (including attorney's fees) attributable to bodily injury, sickness, diseases, death, damage or destruction of property (including the loss of use of property) or patent or copyright infringement, caused by or arising out of Subcontractor's, its agents or employees performance of work under this Subcontract. Subcontractor shall also reimburse any party indemnified hereunder for all costs (including attorney's fees) incurred to enforce this indemnity clause.

Should any person assert a claim or institute a suit, action, or proceeding against a party indemnified hereunder involving the manner or sufficiency of Subcontractor's performance of work, upon request of the party indemnified, Subcontractor shall, at its own expense, promptly assume the defense of such claim, suit, action, or proceeding and shall, except as limited by other paragraphs of this clause, indemnify and hold harmless the party indemnified from and against any liability, loss, damage, or expense (including attorney's fees) arising out of or related to such claim, suit, action, or proceeding.

Subcontractor's obligation to indemnify hereunder applies only to the extent that the liability is not covered under Contractor Controlled Insurance Program (CCIP), if applicable.

GP.20 PRICE-ANDERSON AMENDMENTS ACT

The Department of Energy has promulgated Nuclear Safety Rules in implementation of the Price-Anderson Amendments Act (PAAA) of 1988, Public Law 100-408, August 20, 1988. These rules govern the conduct of persons involved in DOE nuclear activities, and, in particular, are designed to achieve compliance with DOE nuclear safety requirements. Violation of the applicable rules may provide a basis for the assessment of civil and criminal penalties under the PAAA. Nuclear Safety Rules subject to enforcement under PAAA are, 10 CFR 820, Procedural Rules for DOE Nuclear Activities, 10 CFR 830, Nuclear Safety Management, Subpart A, Quality Assurance Requirements, and 10 CFR 835, Occupational Radiation Protection. This Subcontract is subject to the requirements of the above rules.

The Subcontractor shall indemnify Contractor for any civil penalties levied against Contractor, pursuant to Section 234A of the Atomic Energy Act of 1954, as amended, for any violations of applicable DOE nuclear-safety related rules, regulations, or orders arising out of or in connection with Subcontractor's or its lower-tier subcontractors' and suppliers' performance of this Subcontract.

GP.21 DISPUTES

In the event that the parties cannot through reasoned negotiations, reach agreement on any issue arising out of this Subcontract, the issue will be considered a dispute and shall be resolved in accordance with the following:

1. If efforts at resolution through good faith discussions and/or negotiations fail to resolve the dispute, the parties agree that before taking any other action, they will consider the use of Alternate Dispute Resolution (ADR). In the event that non-binding mediation or arbitration is agreed upon, the site of the proceedings shall be Denver, Colorado, unless otherwise agreed in writing by the parties. The rules for mediation or arbitration and the selection of the arbitrator shall be determined by mutual agreement of the parties. The mediator or arbitrator shall allocate cost, except that there shall be no pre-decisional interest costs, and each party shall bear its discretionary costs.
2. In the event ADR fails or is not used, primary jurisdiction for the resolution of any claim arising under this Subcontract shall reside in the United States Federal District Court with venue in the United States District Court for the District of Colorado in Denver, Colorado. If the requirements for jurisdiction in the United States District Court are not met, the litigation shall be brought in a Court of competent jurisdiction in Jefferson County, Colorado. This Subcontract shall be enforced and interpreted, irrespective of the place of performance, in accordance with the Federal law of government contracts. To the extent that Federal law is not dispositive of an issue, the laws of the State of Colorado shall be applied.

Unless otherwise directed in writing by the Contractor, Subcontractor shall proceed diligently with the performance of the Subcontract pending final resolution of the dispute.

GP.22 OTHER COMPLIANCES

Subcontractor shall comply with all applicable Federal, state, and local laws, executive orders, rules, statutes, license and permit conditions or requirements, and regulations (hereinafter "laws") applicable to its performance under this Subcontract, including

but not limited to all laws pertaining to the environment and/or natural resources, all laws pertaining to employment, and all laws pertaining to health and safety.

Subcontractor shall be liable for all fees, charges, fines or penalties assessed against Subcontractor or Contractor in connection with Subcontractor's compliance or failure to comply with applicable laws.

GP.23 HAZARDOUS MATERIALS REQUIREMENTS

Hazardous Materials are defined as any chemical or material meeting the definition of Hazardous Materials (including radioactive materials) found at 49 CFR Section 171.8. As used herein, Hazardous Chemicals are any chemicals subject to Material Safety Data Sheet (MSDS) requirements in 29 CFR Section 1910.1200. Only Hazardous Chemicals required for the accomplishment of the Statement of Work may be brought on Site. They may be brought onto the Site only when the Subcontractor has submitted applicable MSDSs to the CTR and obtained written approval from the CTR to bring such Hazardous Chemicals on Site.

Hazardous Chemicals may only be stored in an approved chemical storage location. Upon completion of work, the Subcontractor shall notify the CTR in writing of quantities of Hazardous Chemicals used and any unused Hazardous Chemicals remaining on Site. All Hazardous Chemicals must be accounted for as empty, waste, or product that may be reused. Subcontractor's recommended disposition instructions for any unused Hazardous Chemicals shall be provided in writing to the CTR prior to disposition.

Hazardous Materials, wastes, or substances generated during the performance of work shall not be removed except as specifically authorized in writing by the CTR.

GP.24 LITIGATION SUPPORT

Subcontractor shall provide litigation support to the Government or the Contractor when requested by the Contractor in cases of actual or threatened litigation, regulatory matters, or third-party claims and subject to applicable rules and regulations. Litigation support includes, but is not limited to case preparation assistance, document retrieval, review and reproduction, witness preparation and testimony, expert witness testimony, and assisting Government or Contractor Counsel as necessary in response to discovery or other information-related activities responsive to any legal proceeding. If a Contractor direction to provide litigation support causes an increase or decrease in the cost of performance of any work under this Subcontract, Subcontractor may request an equitable adjustment pursuant to the Changes clause. Subcontractor shall include the requirements of this Litigation Support clause in all lower-tier subcontracts.

GP.25 NON-WAIVER

Failure by Contractor in any instance to insist upon observance or performance by Subcontractor of all terms, conditions and requirements of this Subcontract shall not be deemed a waiver by Contractor. No waiver shall be binding upon Contractor unless in writing, signed by Contractor, and shall then be for the particular instance only. Payment of any sum by Contractor to Subcontractor, with or without the knowledge of any breach, shall not be deemed to be a waiver of any requirement of this Subcontract, nor shall such payment constitute an acceptance of work not in compliance with this Subcontract nor relieve Subcontractor of its obligations hereunder.

GP.26 RIGHT TO RELY

Contractor shall be entitled to rely without independent verification on the accuracy, currency, and completeness of information supplied by Subcontractor or its approved lower-tier subcontractors.

GP.27 REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications completed as part of the solicitation and offer leading to award of this Subcontract, and all updates thereto, are hereby incorporated into this Subcontract by reference.

GP.28 ORDER OF PRECEDENCE

Any inconsistency in the terms and conditions of this Subcontract shall be resolved by giving precedence in the following order:

1. Special Provisions, including attachments incorporated therein;
2. General Provisions;
3. Subcontract Signature Page; and
4. Statement of Work/Specification.

GP.29 ENTIRETY OF AGREEMENT

This Subcontract consists of the following: Subcontract Signature Page (including Exhibits), General Provisions, Special Provisions (including Attachments), and Specification/Statement of Work including all Attachments, which are incorporated in full

text or incorporated by reference as stated in the Subcontract. This constitutes the entirety of this Subcontract and no other prior or contemporaneous statements shall be deemed to be a part of this Subcontract unless specifically incorporated into the Subcontract through a written modification hereof.

GP.30 FAR AND DEAR FLOWDOWN REQUIREMENTS INCORPORATED BY REFERENCE

The Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses incorporated herein shall have the same force and effect as if printed in full text. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "Contractor" shall mean Subcontractor, the terms "subcontractor" shall mean lower-tier subcontractor, the term "Contract" shall mean this Subcontract, the term "subcontract" shall mean lower-tier subcontract, and where noted or necessary to derive proper meaning, the terms "Government", "Contracting Officer", and equivalent phrases shall mean Contractor's representative, except the terms Government and Contracting Officer do not change as set forth below:

1. in the phrases "Government Property", "Government Furnished Property", and "Government Owned Property;"
2. in the patent clauses incorporated herein;
3. when a right, act, authorization, or obligation can be granted or performed only by the Government's duly authorized representative;
4. when title to property is to be transferred directly to the Government;
5. when access to proprietary financial information or other proprietary data is required except for authorized audit rights; and
6. where specifically modified herein.

Full-text of the referenced clauses may be found at <http://www.arnet.gov/far/> for FAR clauses and <http://professionals.pr.doe.gov> for DEAR clauses.

Subcontractor agrees to incorporate the requirements of this clause and the clauses listed herein into all lower-tier subcontracts or purchase orders.

Clauses Applying to All Orders/Subcontracts

FAR Clauses

- | | |
|-----------|------------------------------------------------------------------------|
| 52.225-11 | Restrictions on Certain Foreign Purchases (Aug 1998) |
| 52.227-16 | Additional Data Requirements (Jun 1987) |
| 52.244-6 | Subcontracts for Commercial Items and Commercial Components (Oct 1998) |

DEAR Clauses

- | | |
|------------|------------------------------------------------|
| 952.204-2 | Security (Sep 1997) |
| 952.204-71 | Sensitive Foreign Nations Controls (Apr 1984) |
| 952.250-70 | Nuclear Hazards Indemnity Agreement (Jun 1996) |
| 970-5227-1 | Rights in Data Facilities (Dec 2000) |

Clauses Applying to Orders/Subcontracts over \$10,000

FAR Clauses

- | | |
|-----------|-------------------------------------------------------------------------------------|
| 52.222-21 | Prohibition of Segregated Facilities (Feb 1999) |
| 52.222-26 | Equal Opportunity (Feb 1999) |
| 52.222-35 | Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) |
| 52.222-36 | Affirmative Action for Workers with Disabilities (Jun 1998) |
| 52.222-37 | Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) |

Clauses Applying to Orders/Subcontracts over \$100,000

FAR Clauses

- | | |
|-----------|-----------------------------------------------------------------------------|
| 52.203-6 | Restriction on Subcontractor Sales to the Government (Jul 1995) |
| 52.203-7 | Anti-Kickback Procedures (Jul 1995) |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (Jan 1997) |
| 52.215-2 | Audit and Records – Negotiation (Jun 1999) |

52.219-8	Utilization of Small Business Concerns (Oct 1999)
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation (Jul 1995)
52.223-2	Clean Air and Water (Apr 1984)
52.223-3	Hazardous Material Identification and Material Safety Data (Alt 1) (Jan 1997, Jul 1995)
53.223-14	Toxic Chemical Release Reporting (Oct 1996)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.242-13	Bankruptcy (Jul 1995)

Clauses Applying to Orders/Subcontracts over \$500,000

FAR Clauses

52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997) (Dollar limitation shall apply to both increases and decreases)
52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 1997) (Dollar limitation shall apply to both increases and decreases)
52.215-15	Pension Adjustments and Asset Reversions (Dec 1998) (Applicable if cost or pricing data is required)
52.215-18	Reversion of Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (Oct 1997)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.219-9	Small Business Subcontracting Plan Alternate II (Oct 1999, Jan 1999)

DEAR Clauses

952.226-74	Displaced Employee Hiring Preference (Jun 1997)
970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)